

1
2 UNITED STATES DISTRICT COURT
3 WESTERN DISTRICT OF WASHINGTON

4 CHRISTOPHER C JOHNSON.,)

Case No: 3:25-cv-05574-DWC

5 Plaintiff,)

COMPLAINT

6 vs.)

CLARITY SERVICES, INC.,)

7 Defendant.)

8 Jury Trial: Yes)
9)
10)
11)
12)

13 **INTRODUCTION**
14

15 1. This is a civil action for actual, punitive and statutory damages and cost brought by
16 Christopher C. Johnson hereinafter, ("Plaintiff") an individual consumer, against defendant,
17 CLARITY SERVICES, INC., hereinafter ("Defendant") for violations of the Fair Credit
18 Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA"), the Washington Fair Credit
19 Reporting Act (WFCRA), RCW 19.182 et seq., and the Washington Consumer Protection Act
20 (CPA), RCW 19.86 et seq.
21

22 2. The FCRA and WFCRA were enacted to ensure fair and accurate credit reporting,
23 promote efficiency in commerce, and protect consumer privacy. One of the fundamental
24

1 protections in both statutes is the right of consumers to access all information contained in their
2 consumer file, as codified in 15 U.S.C. § 1681g and RCW 19.182.070. These laws require that a
3 consumer reporting agency, upon receiving a proper request from a consumer and sufficient
4 identifying information, must disclose all information in the consumer file within a reasonable
5 time. This right is critical for consumers to detect errors, dispute inaccurate data, prevent identity
6 theft, and make informed financial decisions. Denial of this right deprives the consumer of
7 transparency and violates both federal and state law. Defendant Clarity Services, Inc. received
8 Plaintiff's proper request, including all required identifying documents, yet failed to provide
9 Plaintiff with a full file disclosure, and instead requested the same documentation already
10 provided. This violation is willful and actionable.

11 12 13 **BASIS OF JURISDICTION**

14 3. Jurisdiction of this court arises under 15 U.S.C § 1681(p), and 28 U.S. C § 1331.

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16 4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) as the Defendant
17 regularly transacts business in this District and the conduct giving rise to this action occurred in
18 substantial part within this District.

19
20 5. This Court also has supplemental jurisdiction over Plaintiff's state law claims pursuant
21 to 28 U.S.C. § 1367, as those claims are so related to the federal claims that they form part of the
22 same case or controversy.

23 24 **PARTIES**

1
2 6. Plaintiff Christopher C. Johnson is a natural person and a resident of Puyallup,
3 Washington. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) and RCW
4 19.182.010(3).

5
6 7. Defendant Clarity Services, Inc. is a Delaware corporation and a consumer reporting
7 agency as defined by 15 U.S.C. § 1681a(f) and RCW 19.182.010(5). It regularly assembles or
8 evaluates consumer credit or other information for the purpose of furnishing consumer reports to
9 third parties. Clarity is a wholly owned subsidiary of Experian Information Solutions, Inc. and
10 conducts consumer reporting activities in the State of Washington.

11
12 8. Clarity Services, Inc. may be served through its parent company, Experian Information
13 Solutions, Inc., via its registered agent in Washington State CT Corporation System, 711 Capitol
14 Way S, Suite 204, Olympia, WA 98501.

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17 **FACTUAL ALLEGATIONS**

18 9. On or about June 4, 2025, Plaintiff submitted a written request to Clarity Services, Inc.
19 for a full file disclosure pursuant to 15 U.S.C. § 1681g and RCW 19.182.070.

20
21 10. In his request, the Plaintiff included: - A copy of his valid government-issued driver's
22 license; - A copy of his Social Security card; - A recent utility bill showing his current address.

1 11. The request was sent via USPS with tracking number 9405530109355161848111.
2 According to USPS records, the request was delivered to Clarity on June 7, 2025.
3

4 12. Clarity received this request and supporting documents sufficient to identify Plaintiff.
5

6 13. On or about June 26, 2025, Plaintiff received a letter dated June 16, 2025, from
7 Clarity stating that they had received a request for a Clarity credit report but requested additional
8 documentation — the same documentation Plaintiff had already provided.
9

10 14. As of the date of filing this complaint, Clarity has failed to provide the full file
11 disclosure required by federal and state law.
12

13 15. This failure caused Plaintiff to expend time and effort preparing his request, paying
14 for certified mail, tracking the package, and following up after receiving Clarity's improper
15 delay letter.
16

17 16. Plaintiff was unable to review, verify, or dispute the contents of his Clarity credit
18 report. This denial of access interfered with his ability to manage his credit profile and make
19 informed financial decisions.
20

21 17. Plaintiff suffered an injury to his property interest in the form of lost time, denial of
22 statutory rights, and potential financial harm from not knowing what was being reported about
23 him.
24

1 18. Plaintiff suffered actual damages of loss of sleep time and anger and emotional
2 distress.

3
4 19. Defendant's actions were willful and negligent, entitling Plaintiff to damages under
5 15 U.S.C. §§ 1681n and 1681o.

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7
8
9 **COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT**
10 **15 U.S.C § 1681g(a)(1) DEFENDANT CLARITY SERVICES INC.**

11 20. All preceding paragraphs are realleged.

12
13 21. Pursuant to 15 U.S.C. § 1681g(a), a consumer reporting agency is required to clearly
14 and accurately disclose to the consumer all information in the consumer's file at the time of the
15 request, upon proper identification and request by the consumer.

16
17 22. On June 4, 2025, Plaintiff submitted a written request for a full file disclosure to
18 Defendant Clarity Services, Inc. Plaintiff's request included a copy of his government-issued
19 driver's license, a copy of his Social Security card, and a current utility bill showing his full
20 name and address.

21
22 23. According to USPS tracking number 9405530109355161848111, the request was
23 delivered to Defendant on June 7, 2025.

1 24. Despite receiving proper identifying documentation and a valid written request,
2 Defendant failed to provide Plaintiff with the full file disclosure required under the statute.

3
4 25. Instead, on or about June 26, 2025, Plaintiff received a letter from Defendant dated June
5 16, 2025, stating that additional identifying documentation was required to process the request.
6 However, all the information Defendant requested in the letter had already been provided in
7 Plaintiff's original submission.

8
9 26. Defendant's failure to provide Plaintiff with his complete consumer file violated the
10 requirements of 15 U.S.C. § 1681g(a).

11
12 27. Defendant's failure to comply with its obligations under § 1681g(a) was both negligent
13 and willful. The defendant acted negligently by failing to exercise reasonable care in the
14 handling and processing of Plaintiff's request, including the implementation of procedures to
15 ensure timely and accurate compliance with consumer disclosure requests.

16
17 28. Alternatively, Defendant's failure was willful. Defendant is a sophisticated consumer
18 reporting agency with full knowledge of its obligations under the Fair Credit Reporting Act.
19 Despite this knowledge, Defendant refused or recklessly disregarded its duty to disclose
20 Plaintiff's consumer file after receiving proper identification, in conscious disregard for
21 Plaintiff's rights.

22
23 29. As a result of Defendant's failure, Plaintiff was denied access to important information
24 contained in his consumer file. This prevented Plaintiff from verifying the accuracy of the

1 information held about him, disputing inaccuracies, and fully understanding how his data was
2 being used by third parties.

3
4 30. Plaintiff suffered an informational injury, frustration, loss of time, emotional distress and
5 interference with his ability to monitor, manage, and protect his credit and consumer rights.

6
7 31. Plaintiff is entitled to statutory damages under 15 U.S.C. § 1681n for Defendant's willful
8 noncompliance, actual damages under 15 U.S.C. § 1681o for negligent noncompliance, as well
9 as punitive damages, and costs.

10
11 **COUNT II: VIOLATION OF THE WASHINGTON FAIR CREDIT REPORTING**
12 **ACT (RCW 19.182.070) DEFENDANT CLARITY SERVICES, INC.**

13 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this
14 Complaint as though fully set forth herein.

15
16 33. RCW 19.182.070 requires every consumer reporting agency to, upon request and proper
17 identification, clearly and accurately disclose to the consumer all information in the consumer's
18 file at the time of the request.

19
20 34. Defendant's failure to provide Plaintiff with the full file disclosure violated RCW
21 19.182.070.

1 35. A violation of the Washington Fair Credit Reporting Act is deemed an unfair or
2 deceptive act in trade or commerce and an unfair method of competition under RCW 19.86.020
3 of the Washington Consumer Protection Act.

4
5 36. Defendant's acts and omissions occurred in the course of its trade or business and were
6 injurious to the public interest because Defendant engages in consumer reporting for thousands
7 of Washington residents and its failure to comply with disclosure requirements has the capacity
8 to deceive and harm a substantial portion of the public.

9
10 37. Plaintiff suffered injury to business or property as a result of Defendant's violations.
11 Specifically, Plaintiff incurred out-of-pocket expenses including printing costs, certified mail
12 postage, and administrative time spent preparing and following up on the full file disclosure
13 request. This expenditure was reasonably incurred as a direct result of Defendant's failure to
14 comply with its statutory obligations.

15
16 38. Plaintiff is entitled to all available remedies under RCW 19.86.090, including actual
17 damages, treble damages, and costs of suit.

18
19 **COUNT III: VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**
20 **(RCW 19.86.020) DEFENDANT CLARITY SERVICES, INC.**

21 39. Plaintiff re-alleges and incorporates all preceding paragraphs.

22
23 40. Defendant's failure to provide a timely full file disclosure constitutes an unfair or deceptive
24 act or practice in the conduct of trade or commerce, violating RCW 19.86.020.

41. The violation impacts public interest as it deprives Washington consumers of legal protections and transparency over their credit information.

42. Plaintiff was injured in his property and legal interests, including loss of time, mailing costs, interference with credit management, and denial of legal rights.

43. Plaintiff is entitled to actual damages, treble damages, under RCW 19.86.090.

JURY DEMAND AND PRAYER FOR RELIEF

Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and request that judgment be entered in favor of the Plaintiff against the Defendants for:

1. That the Court find that Defendant violated 15 U.S.C. § 1681g of the Fair Credit Reporting Act.
2. That the Court find that Defendant's violation of the FCRA was both negligent and willful.
3. That the Court find that Defendant violated RCW 19.182.070 of the Washington Fair Credit Reporting Act, and that such violation constitutes a violation of the Washington Consumer Protection Act, RCW 19.86 et seq.
4. An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)(A).
5. An award of punitive damages pursuant to 15 U.S.C. § 1681n(a)(2).
6. An award of actual damages pursuant to 15 U.S.C. §§ 1681n(a)(1)(A) and 1681o(a)(1), including but not limited to emotional distress, mental anguish, frustration, and out-of-pocket expenses reasonably incurred in attempting to obtain Plaintiff's file.

- 1 7. An award of treble damages under RCW 19.86.090 for Defendant's violation of the
2 Washington Consumer Protection Act.
3 8. Such other and further relief as the Court deems just and proper.

4 **CERTIFICATION AND CLOSING**

5 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my
6 knowledge, information, and belief that this complaint: (1) is not being presented for an
7 improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the
8 cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for
9 extending, modifying, or reversing existing law; (3) the factual contentions have
10 evidentiary support or, if specifically, so identified, will likely have evidentiary support
11 after a reasonable opportunity for further investigation or discovery; and (4) the
12 complaint otherwise complies with the requirements of Rule 11.

13 I agree to provide the Clerk's Office with any changes to my address where case-related
14 papers may be served. I understand that my failure to keep a current address on file with
15 the Clerk's Office may result in the dismissal of my case.

16 Date: 6/27/2025

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